

February 26, 2007

Kenneth L. Wainstein  
Assistant Attorney General  
National Security Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Ms. Sigal Mandelker  
Deputy Assistant Attorney General  
Criminal Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Mr. Stewart A. Baker  
Assistant Secretary for Policy  
U.S. Department of Homeland Security  
3801 Nebraska Avenue, N.W.  
Washington, D.C. 20528

Ms. Elaine N. Lammert  
Deputy General Counsel  
Federal Bureau of Investigation  
935 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

**Subject: Proposed Acquisition of Telenor Satellite Services AS by Inceptum 1 AS –  
Amendment to National Security Agreement**

Dear Mr. Wainstein, Ms. Mandelker, Mr. Baker, and Ms. Lammert:

We appreciated the opportunity to meet on November 17, 2006 with representatives of the Department of Justice (“DOJ”), the Federal Bureau of Investigation (“FBI”), and the Department of Homeland Security (“DHS”) (collectively, the “Agencies”) to

discuss the pending acquisition by Inceptum 1 AS ("Inceptum"), a Norway company, of Telenor Satellite Services AS ("TSS"), a Norway company, including its indirect, wholly-owned U.S. subsidiaries, from Telenor ASA ("Telenor"), a Norway company. In the course of that meeting, we discussed the national security agreement ("Agreement") entered into in 2001 by DOJ, FBI and certain TSS entities. 1/

TSS itself is a signatory to the Agreement. 2/ In addition, the following TSS subsidiaries currently are signatories to the Agreement: Telenor Satellite Services Holdings, Inc. ("TSSH"), a Delaware corporation, and its wholly-owned subsidiaries, Telenor Satellite Inc. ("Telenor Satellite"), a Delaware corporation, and Telenor Satellite Services, Inc. ("TSSI"), a Delaware corporation.

As discussed further below, subject to regulatory approvals, 3/ Inceptum will acquire TSS and its U.S. subsidiaries. Via the amendment attached to this letter, Inceptum will become a signatory to the Agreement, as will the four U.S. subsidiaries of TSS that are not currently signatories and a U.S. holding company that will be created as part of the transaction. Other Telenor subsidiaries that are signatories to the Agreement (or their successors) will continue to be subject to the Agreement. Inceptum commits that these entities will continue to meet their obligations to the United States Government after the pending acquisition is completed.

## **Overview of the Transaction**

On October 25, 2006, Telenor and Inceptum entered into a share purchase agreement pursuant to which Inceptum agreed to acquire all of the outstanding shares of capital stock of TSS. Inceptum is a Norway company owned by three French investment entities.

TSS, a wholly owned subsidiary of Telenor, and its subsidiaries offer two-way satellite communication services to customers within aeronautical, maritime and land-based sectors having stationary communications needs and/or movable or portable communications needs. The transaction will result in a change in control of TSS and its subsidiaries, which will become wholly-owned subsidiaries of Inceptum.

TSSH's subsidiaries are, in addition to Telenor Satellite and TSSI, GMPCS Personal Communications, Inc. ("GMPCS"), Marlink, Inc. ("Marlink"), Telenor Secure Services,

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1/ A copy of the Agreement, dated November 29, 2001, is attached hereto.

2/ At the time the Agreement came into force, TSS was known as Telenor Broadband Services AS, a Norway corporation.

3/ On January 24, 2007, Inceptum and Telenor submitted a notification concerning the proposed transaction to the Committee on Foreign Investment in the United States ("CFIUS") under Section 721 of the Defense Production Act (the Exon-Florio Amendment) (50 App. U.S.C. § 2170). The parties expect to conclude the transaction before the end of the first quarter of 2007, following receipt of approvals or clearances from CFIUS and the Federal Communications Commission. All other required government regulatory approvals have been received.

Inc. ("Telenor Secure") and MindSparX, Inc. ("MindSparX"). Each of the TSS Subsidiaries is a Delaware company except MindSparX, which is a Maryland company.

The proposed transaction will result in a change in ownership of TSS and its subsidiaries and also in some corporate reorganization. Under the proposed transaction, Inceptum will establish a U.S. holding company, Mobsat Holding US, Inc. ("Mobsat Holding"), a Delaware corporation, which will be a wholly-owned subsidiary of Inceptum. When Inceptum purchases TSS at closing, therefore, Mobsat Holding will become a sister corporation to TSS. Immediately following closing, TSSH and its subsidiaries will be transferred from TSS to Mobsat Holding, making TSSH a wholly-owned subsidiary of Mobsat Holding. TSSH will then be merged into Mobsat Holding, with Mobsat Holding surviving. TSS and its non-U.S. subsidiaries will form a separate ownership chain under Inceptum. An organizational chart depicting the post-closing ownership structure is attached.

#### **Succession under the National Security Agreement**

In light of the organizational changes discussed above, and in keeping with Inceptum's commitment that the entities subject to the Agreement will continue to meet their obligations following the proposed acquisition, Inceptum proposes the following:

- Inceptum, as an indirect parent to the U.S. entities subject to the Agreement, will become a signatory;
- Mobsat Holding, as a direct parent to the U.S. entities subject to the Agreement and successor to TSSH, will become a signatory;
- Although TSS will no longer be a parent to the U.S. entities subject to the Agreement, TSS will remain a signatory because it will continue to operate facilities in Norway through which Domestic Communications, as defined in the Agreement, could be routed;
- GMPCS, Marlink, Telenor Secure, and MindSparX will formally become signatories; and
- Telenor Satellite and TSSI will remain signatories.

#### **Modification of the Agreement**

Article 9.7 of the Agreement provides that "This Agreement may be modified only by written agreement signed by all of the Parties." TSS and Inceptum seek to modify the Agreement by adding Inceptum as a party to the Agreement, substituting Mobsat Holding for TSSH under the Agreement, and formalizing the status of four TSS subsidiaries as subject to the Agreement. In addition, as requested by DHS, the attached proposed Amendment also adds DHS as a party to the Agreement and gives FBI, DOJ and DHS the option to review and/or act on the security clearance applications of certain critical personnel. Attached please find a proposed Amendment No. 1 to the Agreement for your approval and the new Article 3.5 containing the security clearance review provision.

\*.\*.\*

If you require any further information regarding these matters, please contact the undersigned at 202-637-8631 or 202-637-6635. Thank you for your attention to this matter.

Sincerely,

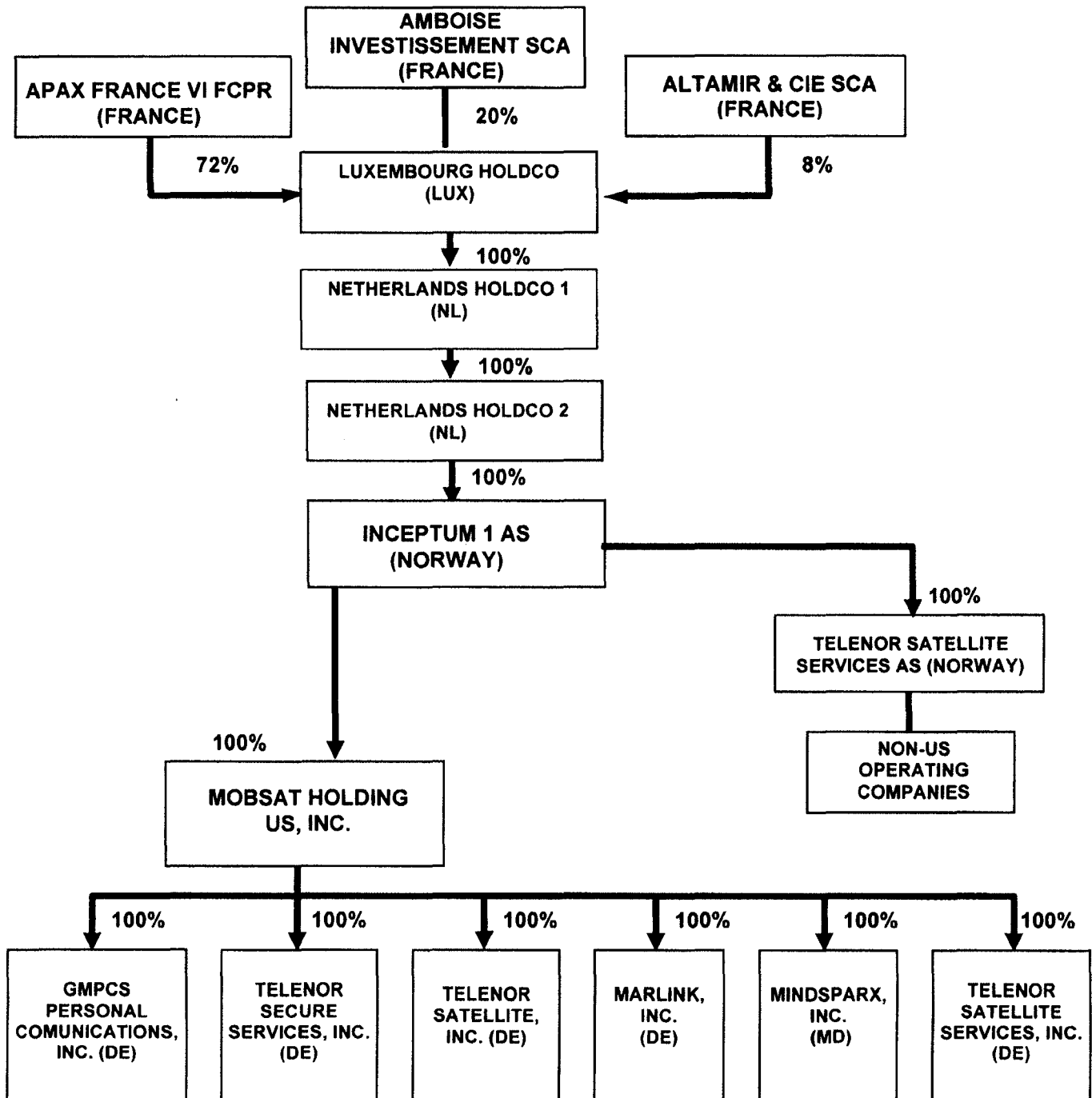
A handwritten signature in black ink, appearing to read 'Peter A. Rohrbach', written over a horizontal line.

Peter A. Rohrbach  
Jeremy B. Zucker  
Counsel for Inceptum 1 AS

Attachments

cc: Joseph Springsteen, DOJ  
Jon Pifer, FBI  
Greg Pinto, DHS  
Lou Brenner, Jr., DHS  
John Reynolds, *Counsel for Telenor ASA*

## Post-Consummation Ownership of TSS and Subsidiaries



## **Amendment No. 1**

This **Amendment No. 1** (this "**Amendment**") to the "Agreement," dated November 29, 2001, a copy of which is attached hereto as Exhibit A (the "**Agreement**"), by and among the Federal Bureau of Investigation ("**FBI**"), the Department of Justice ("**DOJ**"), Telenor Broadband Services AS, of which Telenor Satellite Services AS ("**TSS**") is the successor in interest, Telenor Satellite Services Holdings, Inc. ("**TSSH**"), Telenor Satellite, Inc. ("**TSI**"), and Telenor Satellite Services, Inc. ("**TSSI**") ("2001 Signatories"), is entered into by and among the 2001 Signatories, Inceptum 1 AS ("**Inceptum**"), Mobsat Holding US, Inc. ("**Mobsat Holding**"), GMPCS Personal Communications, Inc. ("**GMPCS**"), Marlink, Inc. ("**Marlink**"), Telenor Secure Services, Inc. ("**Telenor Secure**"), MindSparX, Inc. ("**MindSparX**"), and the Department of Homeland Security ("**DHS**," and collectively with the 2001 Signatories, Inceptum, Mobsat Holding, GMPCS, Marlink, Telenor Secure, and MindSparX, the "**Parties**"), with effect as of the date of the last signature hereto ("Effective Date").

**Whereas** the 2001 Signatories desire to amend the Agreement to add new parties to the Agreement and to clarify the obligations of all parties under the Agreement, as of the Effective Date.

**Now, therefore,** for and in consideration of the covenants, terms and conditions of this Amendment, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

**Section 1.** This Amendment is entered into pursuant to Section 9.7 of the Agreement.

**Section 2.** The Agreement shall be amended as of the Effective Date as follows: (i) Inceptum, GMPCS, Marlink, Telenor Secure, and MindSparX are hereby added as signatories and parties to the Agreement with all the rights, benefits and obligations of Telenor, as that term is defined in the Agreement; and (ii) all references to Telenor Satellite Services Holdings, Inc. are hereby amended to refer to Mobsat Holding US, Inc.

**Section 3.** The Agreement shall be amended with effect that, as of the Effective Date, DHS is hereby added as a signatory and party to the Agreement with all the rights, benefits and obligations of DOJ and FBI.

**Section 4.** The Agreement shall be amended as of the Effective Date to modify Article 3.5 as follows:

(i) Following the heading, "3.5 Points of Contact:", insert the subheading, "3.5.1 Designation, Availability, Eligibility," before the words "Within thirty (30) days after the Consummation Date,...".

(ii) Following the end of the current Article 3.5, insert the following:

“3.5.2. Security Clearance Review. Individuals to be designated as points of contact under Section 3.5.1 shall submit an application for an appropriate U.S. security clearance to the Domestic Communications company by which they are employed. That Domestic Communications company shall collect and review such applications and determine whether the individuals meet company security standards and, in their opinion, are eligible to apply for a U.S. security clearance; and, if so, the Domestic Communications company shall offer to forward such applications to the FBI, DOJ, and DHS. The FBI, DOJ, and DHS may choose to review, defer or complete action on such clearance applications as they deem necessary.

**Section 5.** The Agreement shall be amended as of the Effective Date to modify Article 9.1 by adding the following Parties:

Department of Justice  
Assistant Attorney General  
National Security Division  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Department of Homeland Security  
Assistant Secretary for Policy  
e-mail: [ip-fcc@dhs.gov](mailto:ip-fcc@dhs.gov)

**Section 6.** Except as expressly amended by this Amendment, all terms of the Agreement shall remain in full force and effect. This Amendment may be signed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

**Section 7.** This Amendment, including its Sections 1, 2, 3, 4 and 5, shall become binding upon the Parties upon the closing of the Share Purchase Agreement between Telenor ASA and Inceptum 1 AS regarding Telenor Satellite Services AS (“SPA”), dated October 25, 2006.

**Section 8.** Notwithstanding the foregoing, this Amendment shall become null and void upon termination of the SPA pursuant to Section 8 of the SPA, in which case the Agreement shall continue in effect without change.


*[Remainder of this Page Intentionally Left Blank; Signature Page Follows]*

In witness whereof, the undersigned have caused this Amendment No. 1 to be duly executed:

**U.S. Department of Justice**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**U.S. Department of Homeland Security**

By:   
Name: Stewart A. Baker  
Title: Assistant Secretary for Policy  
Date: 2 March 2007

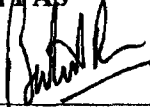
**Federal Bureau of Investigation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Telenor Satellite Services AS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Inceptum AS**

By:   
Name: Bertrand Pivin  
Title: Chairman of the Board  
Date: 23 Feb. 2007

**Telenor Satellite Services Holdings, Inc.  
Telenor Satellite Services, Inc.  
Telenor Satellite, Inc.  
GMPCS Personal Communications, Inc.  
Marlink, Inc.  
Telenor Secure Services, Inc.  
MindSparX, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Mobsat Holding US, Inc.**

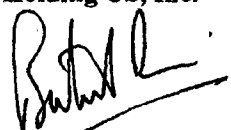
By:   
Name: Bertrand Pivin  
Title: Sale Director  
Date: 23 Feb 2007

Exhibit A: Agreement dated November 29, 2001



In witness whereof, the undersigned have caused this Amendment No. 1 to be duly executed:

**U.S. Department of Justice**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Federal Bureau of Investigation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Telenor Satellite Services Holdings, Inc.  
Telenor Satellite Services, Inc.  
Telenor Satellite, Inc.  
Marlink, Inc.  
MindSparX, Inc.**

By: Robert M. Baker  
Name: Robert M. Baker  
Title: President  
Date: 2/23/07

**Inceptum 1 AS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**U.S. Department of Homeland Security**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Telenor Satellite Services, AS  
GMPCS Personal Communications, Inc.**

By: Morten Tengs  
Name: MORTEN TENGs  
Title: C.E.O  
Date: 23 Feb. 2007

**Telenor Secure Services, Inc.**

By: James G. Lovelace  
Name: JAMES G. Lovelace  
Title: PRESIDENT  
Date: 2/23/2007

**Mobsat Holding US, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Section 3.5 of the November 29, 2001 Agreement, as amended pursuant to proposed Amendment No. 1**

**3.5 Points of Contact.**

- 3.5.1 Designation, Availability, Eligibility. Within thirty (30) days after the Consummation Date, Telenor USA shall designate points of contact within the United States with the authority and responsibility for accepting and overseeing the carrying out of Lawful U.S. Process. The points of contact shall be assigned to a Telenor USA office in the U.S., and will be available twenty-four (24) hours per day, seven (7) days per week and shall be responsible for accepting service and for maintaining the security of Sensitive, Controlled Unclassified, and Classified Information and any Lawful U.S. Process for Electronic Surveillance in accordance with the requirements of U.S. law and regulation. Telenor USA shall immediately notify the DHS, FBI and the DOJ in writing of the points of contact, and thereafter shall promptly notify the DHS, FBI and the DOJ of any change in such designation. The points of contact shall be U.S. citizens who are eligible for appropriate U.S. security clearances. Telenor USA shall cooperate with any U.S. government request that a background check and/or security clearance process be completed for a designated point of contact.
- 3.5.2 Security Clearance Review. Individuals to be designated as points of contact under Section 3.5.1 shall submit an application for an appropriate U.S. security clearance to the Domestic Communications company by which they are employed. That Domestic Communications company shall collect and review such applications and determine whether the individuals meet company security standards and, in their opinion, are eligible to apply for a U.S. security clearance; and, if so, the Domestic Communications company shall offer to forward such applications to the FBI, DOJ, and DHS. The FBI, DOJ, and DHS may choose to review, defer or complete action on such clearance applications as they deem necessary.

In witness whereof, the undersigned have caused this Amendment No. 1 to be duly executed:

**U.S. Department of Justice**

**U.S. Department of Homeland Security**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Federal Bureau of Investigation**

By: *Elaine N. Hammert*  
Name: Elaine N. Hammert  
Title: Deputy General Counsel  
Date: 3/5/07

**Telenor Satellite Services AS**

**Inceptum AS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: *Bertrand Pivin*  
Name: Bertrand Pivin  
Title: Chairman of the Board  
Date: 23 Feb. 2007

**Telenor Satellite Services Holdings, Inc.**  
**Telenor Satellite Services, Inc.**  
**Telenor Satellite, Inc.**  
**GMPCS Personal Communications, Inc.**  
**Marlink, Inc.**  
**Telenor Secure Services, Inc.**  
**MindSparX, Inc.**

**Mobsat Holding US, Inc.**

By: *Bertrand Pivin*  
Name: Bertrand Pivin  
Title: Sole Director  
Date: 23 Feb 2007

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A: Agreement dated November 29, 2001